

# \$65 My Plan Flex

Plan ID: 800663/10622824

**Unlimited standard national talk & text**

**3.5GB of data to share**

**Up to 150 minutes for standard international calls** (to selected countries)

**Unlimited standard international text** (to selected countries)

For use within Australia

## Information about the service

### Eligibility

My Plan Flex is a mobile service connected to a mobile phone leased from us, available to new and recontracting services on selected phones (as advertised from time to time).

### Minimum term

It's available on a 24 month contract. The minimum total cost is **\$1,560** over 24 months (plus any specified monthly lease charges, depending on your choice of phone).

### Lease contract

You lease a mobile phone from us for at least 24 and no more than 30 months to use with your My Plan Flex plan, and pay us monthly lease charges (if any) in addition to your monthly plan fees. The plan ends in one of these ways: you cancel early (including by porting), you end the plan at the end of the 24 month term (or at any time in the six months after that) (including porting your number) or we end it early because you have breached the terms. If it does not end beforehand, the lease will automatically end at the end of 30 months from that start date.

### Termination & cancellation charges

If you cancel within the 24 month minimum term, you will be charged an early termination plan fee prorated monthly for your remaining contract term, plus if the cancellation occurs:

- within the first 18 months of your minimum term, you have to keep the phone, and you will also have to pay out the monthly lease charges (which will be increased by any monthly handset credit that would have applied if you did not cancel) for the remainder of the contract term.
- in the last 6 months of your minimum term, you can choose to keep the phone and you will be charged the fair market value of the phone (which we will advise at that time), or if you return the phone to us and it is undamaged we will charge you a \$99 early return fee and the plan cancellation fee for the remaining contract term.

If you cancel at the end of the 24 month contract (or at any time up to month 30), you must return the handset to us, and if the device is damaged, you will have to pay damage fees of up to \$229 or up to \$499 depending on the nature of the damage. Alternatively you can make a fair market value offer to buy the handset. We will advise you what we consider fair market value to be at the time.

If you don't cancel or return the phone by month 30, we will charge you the fair market value of the handset at that time. You will no longer pay lease charges for the phone, but we will continue to charge you the My Plan Flex plan fees until you cancel the service, or change plans or upgrade the phone.

### Flex upgrade

This plan includes the option of upgrading early to a new phone on a new contract. After 12 months on this plan, you have the

### Data usage in Australia

Monthly data inclusion	3.5GB
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### International inclusion

Up to 150 minutes for standard international calls (To selected countries [optus.com.au/international](http://optus.com.au/international))

### Unlimited usage types

Standard national talk, text & 1300/1800 numbers	UNLIMITED
Standard International SMS/MMS (To selected countries <a href="http://optus.com.au/international">optus.com.au/international</a> )	UNLIMITED
Voicemail retrievals/deposits & national diversions	UNLIMITED

### Things you'll be charged extra for

Directory Assistance 1223	50c per call
Standard national video calling	\$1.00 per minute plus 40c flagfall
124YES	90c per minute plus \$1.75 flagfall
International Calls (Outside your included minutes and to excluded countries)	See <a href="http://optus.com.au/international">optus.com.au/international</a>
International SMS (To excluded countries)	50c per text up to 160 standard characters
International MMS (To excluded countries)	75c per MMS
International video calling	\$1.50 per minute plus 35c flagfall
International Diversions	'yes' International Rates. See <a href="http://optus.com.au/international">optus.com.au/international</a>
Premium talk and text to 19 numbers (e.g. competitions, TV voting, content)	Additional charges apply

option to pay a one-off fee of \$99, return the original mobile handset to Optus in good working order (damage fees apply if it is damaged) and recontract on a new 24 month plan (either leasing a phone or purchasing one depending on the plan and phone you choose). You are under no obligation to use the Flex Upgrade option. For further information see [optus.com.au/lease](http://optus.com.au/lease)

### Returning or repairing the phone & damage fees

You can return the phone (plus documentation reasonably required) to us by using one of the methods we publish from time to time in 'return condition', which means in good working order, no SIM or memory card, a factory reset, and activation and device locking features disabled. If you don't do this, or if the phone is damaged, you will have to pay a damage fee of up to \$229 or up to \$499 (depending on the nature of the damage). If you fail to return the handset within 14 days of being required to do so, you must pay a non-return fee based on the fair market value of the handset (to be advised at the time). The phone can only be repaired by Optus or its approved repairers. If you get it repaired by an unauthorised repairer we may charge you damage fees when you return the phone to us.

### Device Protect insurance

You can obtain our Device Protect Insurance. Please refer to the Device Protect Insurance PDS for more information [optus.com.au/insurance](http://optus.com.au/insurance)

### Data Pool

If you have more than one My Plan Plus (including SIM Only), My Plan Business (including SIM Only & Tech Fund), My Plan Flex,

My Plan Business Flex, Business Lease, My Mobile Broadband Plus or Mobile Broadband Business plan on the same billing account, the included monthly data allowance will combine into one data pool, which will be shared by all the eligible services on that account. Any unused data in the data pool expires at the end of each billing month.

Services that share data may have a service login to My Account which will display all service numbers contributing to or using the shared data pool on the account, and the amount each service has used.

If you don't want to share data between your services, they will need to be on separate billing accounts.

Data sharing is only available within Australia.

### Bundling arrangements

You don't need to bundle this plan with any other Optus service. However, you might be able to get additional discounts if you have another Optus Service.

### Special promotions and bolt-ons

This summary doesn't cover any special promotions or extra value added services (bolt-ons) that you may also select.

### Fair Go Policy

The purpose of our Fair Go Policy is to ensure that all our customers can access our services, and do not use our services in a manner that we consider 'unreasonable' or 'unacceptable', including, but not limited to 'non-ordinary' or 'commercial purpose use' of this plan.

The Fair Go Policy also sets out your responsibilities when you use the internet, including any content which you publish online or by email. It also confirms steps we may take to ensure and monitor compliance with this policy as well as setting out our responsibilities to comply with directions from regulatory and other law enforcement bodies. For more information see [optus.com.au/fairgo](https://optus.com.au/fairgo)

## Information about pricing

### Minimum monthly charge

**\$65** per month plus any phone lease charges depending on the phone you choose to lease from us.

### Cancellation

The maximum cancellation fee for this plan is **\$780** plus any termination fees referable to the cancellation of your lease (see above).

### Plan changes

You can change your plan during your contract term provided you move to another leasing plan with a higher monthly access fee. You cannot change your plan during the contract term to a plan with the same or lower monthly access fee or to a non-leasing plan. If you change your plan during your contract term a fee may apply and any handset repayments and device credits will remain the same.

### Additional data

Data will be counted in kilobytes, and includes uploads and downloads.

If you use more than your included data during your billing month (either on your mobile service or any connected mobile/mobile broadband service), we'll automatically give you another 1GB for \$10 up to a maximum of 150GB additional data on one account per month.

Your service may then be restricted or we may continue to charge you at these rates.

At the end of your billing month, you'll automatically be moved back to your plan's inclusions and charges.

Any additional usage charges will be applied to the first service connected to a plan that shares data.

### International Inclusions

Calls are charged per minute. When included minutes for calls to selected countries are used up, standard international call charges apply. Included calls/SMS/MMS can be used to the

following countries: Austria, Bangladesh, Cambodia, Canada, Chile, China, Croatia, France, Germany, Greece, Hong Kong, Hungary, Indonesia, India, Ireland, Italy, Japan, Malaysia, Netherlands, New Zealand, Pakistan, Philippines, Poland, Singapore, South Africa, South Korea, Taiwan, Thailand, Turkey, United Kingdom, USA and Vietnam.

See [optus.com.au/international](https://optus.com.au/international)

### Paper Invoice fee

You'll be charged **\$2.20** each month if you choose to receive a paper bill. To see your bills online, or request email billing go to [optus.com.au/myaccount](https://optus.com.au/myaccount)

### Payment processing fee

If you don't pay by direct debit (bank account or credit card) or BPay savings, a payment processing fee will apply. For details go to [optus.com.au/payments](https://optus.com.au/payments)

### Late payment fee

If you don't pay your bill by its due date we may charge you a late fee. For more information please see [optus.com.au/standardagreements](https://optus.com.au/standardagreements)

## Other information

### Tracking your spend

We'll send SMS usage alerts once you've reached approximately:

- 50%, 85% and 100% of your included national and international minutes or included shareable data
- Each time you incur charges of \$45.45 (ex GST) or \$50 (inc GST) on services that aren't part of your plan's included standard national and international minutes or data.
- We'll also send you an SMS when you've reached 85% and 100% of any additional minutes or data that you've used above your standard plan inclusion each month.

You can monitor your unbilled usage by:

- Visiting My Account at [optus.com.au/myaccount](https://optus.com.au/myaccount)
- Downloading the My Optus App from [optus.com.au/MyOptusApp](https://optus.com.au/MyOptusApp)

Mobile phones can check their usage and shared data services' usage using My Optus App or in My Account using a service level log in. The account holder can check usage for all devices using My Account.

For more information about usage alerts see [optus.com.au/alerts](https://optus.com.au/alerts)

### Using your service overseas

You cannot use your included minutes and shareable data if you are overseas. If you want to use your mobile service when you're overseas you'll need to activate roaming if it's not already on. You can check your roaming settings and turn it on/off using My Optus App or My Account:

- You will be charged at standard roaming rates for your mobile separately; or
- You can purchase a travel pack. You will need a separate travel pack for each mobile (note, these are only available for certain countries)

To avoid surprises, see [optus.com.au/travel](https://optus.com.au/travel) for information on roaming call rates and data rates, tips on how to control your spend and details on our travel packs.

### Customer service

You can SMS 'Menu' to 9999 for free from your Optus mobile service for account balance, payment details, to activate roaming and voicemail at any time.

For other assistance and account information, see [optus.com.au/customerhelp](https://optus.com.au/customerhelp)

### Customer complaints

You can contact our complaint resolution area by calling us on **133 937** for consumer customers or **133 343** for small business customers. We encourage you to contact us first so that we can try to resolve your complaint straight away. If you're not happy with the outcome, you may also contact the Telecommunications Industry Ombudsman on **1800 062 058**.

